

FAIRFAX COUNTY

FILE INTAKE

Circuit Court

FIA CARD SERVICES, N.A.

PLAINTIFF(S)

v./In re:

2007 SEP 18 PM 2:45 T&B MORTGAGE CORPORATION

DEFENDANT(S)

JOHN T. FREY  
CLERK T&B DEVELOPMENT COMPANY, LLC  
FAIRFAX, VA

I, the undersigned [ ] plaintiff [x] attorney for plaintiff hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Accounting  | <input type="checkbox"/> Construe Will                                     | <input type="checkbox"/> Landlord/Tenant                               |
| <input type="checkbox"/> Administrative Appeal                                 | <input type="checkbox"/> Contract Action                                   | <input type="checkbox"/> Mechanics Lien                                |
| <input type="checkbox"/> Adoption  | <input type="checkbox"/> Contract Specific Performance                     | <input type="checkbox"/> Medical Malpractice                           |
| <input type="checkbox"/> Adoption - Foreign                                    | <input type="checkbox"/> Correct/Erroneous State/Local Taxes               | <input type="checkbox"/> Motor Vehicle Tort                            |
| <input type="checkbox"/> Adult Protection                                      | <input type="checkbox"/> Counterclaim                                      | <input type="checkbox"/> Name Change                                   |
| <input type="checkbox"/> Aid and Guidance                                      | <input type="checkbox"/> Cross Claim                                       | <input type="checkbox"/> Order to Sever                                |
| <input type="checkbox"/> Annexation  | <input type="checkbox"/> Custody/Visitation/Support/Equitable Distribution | <input type="checkbox"/> Partition                                     |
| <input type="checkbox"/> Annulment   | <input type="checkbox"/> Declaratory Judgment                              | <input type="checkbox"/> Petition                                      |
| <input type="checkbox"/> Appeal Decision of ABC Board                          | <input type="checkbox"/> Declare Death                                     | <input type="checkbox"/> Product Liability                             |
| <input type="checkbox"/> Appeal Decision of Board of Zoning                    | <input type="checkbox"/> Delinquent Taxes                                  | <input type="checkbox"/> Quiet Title                                   |
| <input type="checkbox"/> Appeal Decision of Comp Board                         | <input type="checkbox"/> Detinue   | <input type="checkbox"/> Referendum Elections                          |
| <input type="checkbox"/> Appeal Decision of Employment Commission              | <input type="checkbox"/> Divorce   | <input type="checkbox"/> Reformation of Trust                          |
| <input type="checkbox"/> Appeal Decision of Local Government                   | <input type="checkbox"/> Ejectment   | <input type="checkbox"/> Reinstatement of Driving Privileges           |
| <input type="checkbox"/> Appeal Decision of Marine Resources Commission        | <input type="checkbox"/> Encumber/Sell Real Estate                         | <input type="checkbox"/> Reinstatement (General)                       |
| <input type="checkbox"/> Appeal Decision of Voter Registration                 | <input type="checkbox"/> Enforce Vendor's Lien                             | <input type="checkbox"/> Removal                                       |
| <input type="checkbox"/> Appointment of Church Trustee, Substitute Fiduciaries | <input type="checkbox"/> Escheat   | <input type="checkbox"/> Separate Maintenance                          |
| <input type="checkbox"/> Approval of Right to be Eligible to Vote              | <input type="checkbox"/> Establish Boundaries                              | <input type="checkbox"/> Standby Guardian/Conservator                  |
| <input type="checkbox"/> Asbestos Litigation                                   | <input type="checkbox"/> Expunge   | <input type="checkbox"/> Termination of Mineral Rights                 |
| <input type="checkbox"/> Attachment  | <input type="checkbox"/> Forfeiture of U.S. Currency                       | <input type="checkbox"/> Unlawful Detainer                             |
| <input type="checkbox"/> Bond Forfeiture Appeal                                | <input type="checkbox"/> Freedom of Information                            | <input type="checkbox"/> Vehicle Confiscation                          |
| <input type="checkbox"/> Child Abuse and Neglect - Unfounded Complaint         | <input type="checkbox"/> Garnishment                                       | <input type="checkbox"/> Will Contested                                |
| <input type="checkbox"/> Civil Contempt  | <input type="checkbox"/> General Tort Liability (other than motor vehicle) | <input type="checkbox"/> Writ of Certiorari                            |
| <input type="checkbox"/> Claim Impleading Third Party Defendant                | <input type="checkbox"/> Grievance Procedures                              | <input type="checkbox"/> Writ of Habeas Corpus                         |
| <input type="checkbox"/> Complaint - (Miscellaneous)                           | <input type="checkbox"/> Guardian/Conservator Appointment                  | <input type="checkbox"/> Writ of Mandamus                              |
| <input type="checkbox"/> Compromise Settlement                                 | <input type="checkbox"/> Impress/Declare a Trust                           | <input type="checkbox"/> Writ of Prohibition                           |
| <input type="checkbox"/> Condemnation  | <input type="checkbox"/> Injunction  | <input type="checkbox"/> Writ of Quo Warranto                          |
| <input type="checkbox"/> Confessed Judgment                                    | <input type="checkbox"/> Interdiction                                      | <input type="checkbox"/> Wrongful Death                                |
| <input type="checkbox"/> Conservator of Peace                                  | <input type="checkbox"/> Interrogatory                                     | <input checked="" type="checkbox"/> Other Fraudulent Transfer of Prop. |
|  | <input type="checkbox"/> Intentional Tort                                  |  |
|  | <input type="checkbox"/> Judgment Lien-Bill to Enforce                     |  |
|  | <input type="checkbox"/> Judicial Review                                   |  |

[x] Damages in the amount of \$ 490,000.00 are claimed.

August 28, 2007

DATE

B. F. K.  
[ ] PLAINTIFF [ ] DEFENDANT [x] ATTORNEY FOR [ ] PLAINTIFF  
[ ] DEFENDANT

Miles & Stockbridge, P.C., by Brian F. Kenney

PRINT NAME

1751 Pinnacle Dr., Ste. 500; McLean, VA 22102

703-610-8664

ADDRESS/TELEPHONE NUMBER OF SIGNATOR



## VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

**FIA CARD SERVICES, N.A.,  
Plaintiff,**

**v.**

**T&B MORTGAGE CORPORATION,  
Serve: Registered Agent  
Jin K. Chang  
12015 Lee Jackson Highway, #540  
Fairfax, Virginia 22033**

**and**

**T&B DEVELOPMENT COMPANY, LLC**  
**Serve: Registered Agent**  
**Business Filings Incorporated**  
**4701 Cox Road, Suite 301**  
**Glen Allen, Virginia 23060-6802**

**Defendants.**

JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

Civil No. 2007 10875

## COMPLAINT

Plaintiff, FIA Card Services, N.A., as successor to Bank of America, N.A.(USA),  
by counsel, hereby sets forth its Complaint against the above-named Defendants, as  
follows:

## Parties

1. FIA Card Services, N.A., as successor to Bank of America, N.A. (“the Bank”) is a nationally chartered banking association, with its offices in the State of Delaware.

2. Defendant T&B Mortgage Corporation (“T&B Mortgage”) is a Virginia corporation, with its principal place of business located in Fairfax County, Virginia.

3. Defendant T&B Development Company, LLC, ("T&B Development") is a Virginia limited liability company, with its principal place of business located in Fairfax County, Virginia.

### **Supporting Facts**

4. In or about December 6, 2005, for good and valuable consideration, T&B Mortgage entered into a Commercial Card Application and Bank of America Commercial Card Account Agreement ("the Credit Agreement"). A copy of the Credit Agreement is attached as Exhibit A.

5. Pursuant to the terms of the Credit Agreement, on May 23, 2006, drew \$490,000 in credit advances from the Bank. A copy of the Commercial Card Statement dated June 4, 2006, is attached hereto as Exhibit B.

6. On the same day, May 23, 2006, T&B Mortgage purchased a Cashier's Check in the amount of \$490,000 with the cash advances taken under the Credit Agreement. A copy of the Cashier's Check is attached hereto as Exhibit C.

7. T&B Mortgage delivered the Cashier's Check to a settlement agent, for the purchase of the below-described Property by T&B Development. The below described Property was acquired by T&B Development by Deed dated May 23, 2006, and recorded in the land records of Hampshire County, West Virginia, Book 455, Page 388, on May 24, 2006. A copy of the HUD-1 Settlement Statement is attached hereto as Exhibit D. A copy of the Deed is attached hereto as Exhibit E.

8. The Property is described as follows:

Beginning at a planted stone on the East side of Grassy Lick Road, thence with the several meanders of said road S. 37 W. 15 poles S. 58 ½ W. 18 poles, S. 39 W. 16 poles S. 8 W. 12 poles S. 37 W. 7.5 poles, S. 20 W. 15.6 poles, S. 37 ½ W. 13.2 poles, S.

46  $\frac{3}{4}$  W. 9.2 poles, S. 4  $\frac{1}{2}$  W. 11.4 poles to a stone by a large post on the East side of said road, corner to Roy Haines and Jesse H. Shanholtz; thence with Haines' line S. 76 E. 98 poles to a stone; thence N. 40  $\frac{1}{4}$  E. 38.7 poles to a stone pile near a marked white oak, thence S. 69  $\frac{3}{4}$  E. 80 poles to a stone; thence S. 41 E. 78 poles to 4 chestnut oaks on top of Stony Mountain, thence N. 65 E. 23  $\frac{1}{2}$  poles to a stone pile by 2 chestnut oaks, thence N. 24 E. 98 poles to a stone corner to Alberta R. Bowman, thence with her line N. 83  $\frac{1}{2}$  W. 248 poles to the beginning, containing 150 acres, more or less."

LESS, HOWEVER, that certain outconveyance of 5.241 acres, more or less, situate in Sherman District, Hampshire County West Virginia, which was conveyed by Lawrence W. Bean and Criselta Bean, his wife, unto Eddy L. Bean, by deed dated November 5, 1984, and which said deed is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 273, at page 584. Said Deed is by reference made a part hereof for a more particular description of said outconveyance and for all pertinent and proper reasons.

THUS LEAVING for purposes of this conveyance 144.759 acres, more or less, according to the 2005 Hampshire County Land Books, and this conveyance is made in gross and not by the acre.

9. T&B Mortgage is in default under its Credit Agreement with the Bank.

The Bank has made demand on T&B Mortgage for all sums due to it under the Credit Agreement.

**Count I**  
**(Va. Code §§ 55-80 and 82)**

10. The Plaintiff incorporates all of the above allegations in this Count I.

11. The acquisition of the Property in the name of T&B Development was a transfer avoidable under Va. Code Sections 55-80 and 82, in that it was a transfer with the intent to hinder, defraud or delay the creditors of T&B Mortgage.

12. Specifically (but without limiting the generality of the foregoing, upon information and belief:

- T&B Mortgage is wholly owned by Jeannie Chang. T&B Development is wholly owned by her brother, Jin K. Chang.
- The acquisition of the Property in the name of T&B Development was an arms length transaction, and was not made on ordinary business terms.
- The acquisition of the Property in the name of T&B Development was not documented as a loan from T&B Development to T&B Mortgage.
- The acquisition of the Property in the name of T&B Development was done at a time when T&B Mortgage did not have the ability to repay the \$490,000 in cash advances, and therefore, was insolvent at the time of the transfer and acquisition of the Property.

13. For the foregoing reasons, the acquisition of the Property in the name of T&B Development was a transfer avoidable under Va. Code §§ 55-80 and 82. Further, the Plaintiff is entitled to its attorney's fees and costs herein, pursuant to Va. Code § 55-82.

**COUNT II**  
**(Va. Code §§ 55-81 and 82)**

14. The Plaintiff hereby incorporates in this Count II all of the above allegations.

15. The acquisition of the Property in the name of T&B Development was without valuable consideration. It was made at a time when the transferor, T&B Mortgage, was insolvent, or was rendered insolvent by the transfer. It was made at a time when the Bank was a creditor of the transferor, T&B Mortgage.

16. Accordingly, the acquisition of the Property in the name of T&B Development was a transfer avoidable under Va. Code §§ 55-81 and 82. Further, the Plaintiff is entitled to its attorneys fees and costs, pursuant to Va. Code § 55-82.

WHEREFORE, the Plaintiff prays for the following relief:

- A. That the Court avoid the acquisition of the Property in the name of T&B Development, pursuant to Count I and Va. Code § 55-80;
- B. That the Court avoid the acquisition of the Property in the name of T&B Development, pursuant to Count II and Va. Code § 55-81;
- C. That the Court award the Plaintiff its attorney's fees and costs pursuant to Va. Code § 55-82; and
- D. That the Court grant such other and further relief as may be appropriate in this case.

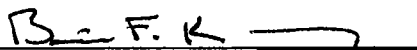
Respectfully submitted,

FIA Card Services, N.A., as  
successor in interest to  
Bank of America, N.A.  
Plaintiff, by counsel

**MILES & STOCKBRIDGE P.C.**

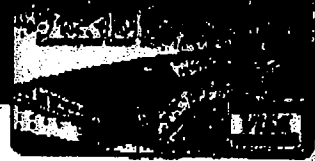
1751 Pinnacle Drive, Suite 500  
McLean, VA 22102  
Tel: (703) 610-8664  
Fax: (703) 610-8686  
bkenney@milesstockbridge.com

By:

  
Brian F. Kenney (VSB #23199)

Counsel for FIA Card Services, N.A.,  
As Successor in Interest to Bank of America, N.A.

## Bank of America Commercial Card Application Featuring Visa Extras



- 1) Legal Name of Company: T&B Mortgage Corp.
- 2) DBA Company Name: T&B Mortgage Enterprises  
(This is the name that will be embossed on the cards; maximum 23 spaces.)
- 3) Legal Address Line 1 (maximum 23 spaces): 2812 Old Lee Hwy #300
- 4) Legal Address Line 2 (maximum 23 spaces):
- 5) Legal City, State, ZIP Code: Fairfax, VA 22031
- 6) Company Tax ID#: 54-2044197 Annual Revenue: \$ 5 mil.  
No. of Employees: 150 Yrs. in Business: 7 SIC: NAICS: (if known)
- 7) Type of Organization:  
C-Corp: ☒ S-Corp: ☐ Limited Liability Partnership: ☐  
Partnership: ☐ Sole Proprietorship: ☐ Government/ Municipality: ☐  
Not for Profit: ☐ Limited Liability Company: ☐ Other:
- 8) Name of Company Card Program Administrator (day-to-day contact): Jeannie Chav
- 9) Program Administrator's Phone and Fax #: 703-720-5403 // (P) -03-573-3873
- 10) Program Administrator's E-mail Address (required): jeannie@tmbmortgage.com
- 11) Program Administrator's Company Address: 2812 Old Lee Hwy Ste 300  
(recorded as company's statement delivery address) Fairfax, VA 22031

Your Program Administrator will be our contact for Visa Information Source (VIS) and account owner for company level Visa Extras programs. Your Program Administrator will be contacted by our implementation team to begin cardholder setup. Cardholder setup forms and instructions will be forwarded via email after the application is processed by Bank of America. You may contact implementation by calling 1.800.822.8885.

### Company's Card Program Design

- 12) Does your company elect the Internet Reporting option?  
(Microsoft or Netscape Web browser required.) ☒ Yes ☐ Yes, plus Workflow ☐ No  
If no, do you want monthly paper reports? ☐ Yes ☐ No
- 13) Do you wish to take advantage of our "Best Practices" company bill recommendation where all transactions will be billed to one account?  
☒ Yes ☐ No  
If no, then all cardholder accounts are set up for individual bill and any reporting fees will be charged to a company bill.
- 14) Billing Cycle (the day the company's monthly statement is generated - chosen between 4 and 27): 1st day of each month
- 15) Choose a Payment Method:  
☐ ACH Debit (specify DDA and TR#)  
DDA# \_\_\_\_\_  
Transit/routing# \_\_\_\_\_  
☐ ACH Credit\*  
\*ACH Credit- Contact Client Level Support for formatting instructions @ 1.800.822.8885
- 16) What is your company's annual procurement spend target for the card program?  
(Required to calculate credit line of company) \$1,500,000
- 17) What is your company's annual travel and entertainment spend target for the card program?  
(Required to calculate credit line of company) \$500,000
- 18) Does your company wish to participate in Visa Extras\*? ☒ Yes ☐ No
- 19) Do your Executives wish to have Gold Executive cards (10 max.)? ☒ Yes ☐ No
- 20) Do you wish to add your company's logo on the cards? ☒ Yes ☐ No

\* By signing this agreement Applicant acknowledges that he/she has received, read and agrees to the Bank of America Visa Extras General Terms and Conditions. Your rewards option is determined by the billing option (see 12 above). Company billed clients receive company level rewards (all reward points applied to one account). Individual billed clients receive individual rewards (reward points applied to each card holder's account).

Bank of America

PLAINTIFF'S  
EXHIBIT

### Agreement to the Terms and Conditions

If Applicant is a Partnership, all general partners must sign; if Applicant is a Limited Liability Company, all members must sign. The card named above (the "Account"), by signature of its authorized representative below, on behalf of Applicant, requests Bank of America, N.A. (USA) (the "Bank") to establish in the name of Applicant, card accounts ("Accounts") for purchase, travel and/or fleet card services. Applicant expressly acknowledges receipt of the Bank's Commercial Card Account Agreement ("Commercial Card Agreement") with this application. Applicant further acknowledges that it has read and agrees to the terms of this application and the Commercial Card Agreement, including that, with certain exceptions, claims related to the Account will be determined by binding arbitration. Any person signing below is authorized to make this application on behalf of the Applicant and to bind the Applicant to the terms of this Application and the Commercial Card Agreement, and certifies that the information provided in this application is true, accurate and complete.

This application is subject to the Bank's credit approval.

Applicant grants to Bank of America, N.A. (USA) a nonexclusive, beneficial security interest in, and hereby assigns and pledges to Bank of America, N.A. (USA) all deposits now or subsequently maintained with Bank of America, N.A. (USA) or any of the Bank of America offices and subsidiaries. Applicant authorizes Bank of America, N.A. (USA) and each of its affiliates and subsidiaries to: (1) charge or debit all sums hereafter owing under the Commercial Card Agreement and not paid as required upon or any and all such deposits; and (2) administratively freeze all such deposits in either Bank of America, N.A. (USA) the security interest and subordinated rights provided above.

By signature of its authorized representative(s) below, Company agrees to the terms and conditions above.

Jin K. Chang  
Name of Applicant

By: [Signature]  
Title: President  
Date: 12/6/05

Name of Applicant

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For fee and term information, refer to the Commercial Card Account Agreement which accompanies this application. If you require assistance in filling out this application or have any questions, please contact your Bank of America Commercial Banking Representative or call 1.800.822.5885 and select the Team Servicing option.

#### RANK USE ONLY (please print):

Please provide special comments concerning the booking of this client:

Sales Officer Name: \_\_\_\_\_

Sales Officer Phone: ( ) \_\_\_\_\_

Sales Referral Name: \_\_\_\_\_

Sales Referral Phone: ( ) \_\_\_\_\_

Date Application Received From Client: 1/1

Bank of America Card Conversion? \_\_\_\_\_

Credit Line Request \$ \_\_\_\_\_

By calculator: (Line 26 + Line 27) x 25 or if BN client: (Line 26 + Line 27/10) x 2.5

GO# \_\_\_\_\_ ☐ On ☐ Growth ☐ Strategies

NOTE: New Bank clients require day credit resolution, two full years' financial statements and current year-to-date financial statements.

**WAIVER PROGRAM:** Depending on whether the Account is a Visa account or a MasterCard account, the Account will be subject to either the Visa Liability Waiver Program or the MasterCard Coverage Liability Protection Program. This coverage is designed to protect financial institutions and companies from employee misuse of the Account resulting in unauthorized transactions. Bank of America will waive Company's liability for waivable charges up to the limit of coverage as provided in the liability waiver program ("Waiver Program") upon notice by the Waiver Program underwriters that the Transaction at Issue qualifies as a waivable charge. This waiver will be according to the terms and subject to the exclusions of the Waiver Program as established from time to time by the Waiver Program Underwriters, including without limitation, the condition that Company meets all of its obligations under the Waiver Program which may change from time to time. Current terms of the Waiver Program as set forth in the brochure which Bank of America will provide to Company are incorporated in this Agreement by reference. The Waiver Program may be terminated by Bank of America or the Waiver Program underwriters, effective immediately upon notice to Company.

**UP TO \$500,000 TRAVEL ACCIDENT INSURANCE:** This coverage will offer up to \$500,000 in automatic common carrier travel, accidental death and dismemberment insurance when employees charge fullfare tickets for land, sea, or air public transportation on their Cards.

**BANK OF AMERICA VISA EXTRAS:** There is a separate Terms and Conditions document for this program. You should obtain a copy from your Bank of America Sales Officer and review it in its entirety.

Bank of America





## BANK OF AMERICA COMMERCIAL CARD ACCOUNT AGREEMENT

THIS COMMERCIAL CARD ACCOUNT AGREEMENT ("Agreement") governs Commercial Card Accounts and accounts effective upon Bank of America, N.A. (USA)'s (the "Bank") written approval of the Company's application for a Commercial Card Account. "Company" in this Agreement means the business organization which executed an application requesting a Commercial Card Account. By activating, signing or using any Device or Account, Company agrees to be bound by this Agreement.

**1. DEFINITIONS:** "Account" means each MasterCard® or VISA® account, including a Cardless Account, which the Bank issues to Company or to a Cardholder pursuant to this Agreement, with the features and uses described in Section 2 below. Each reference in this Agreement to "the Account" will mean Company's Account, a Cardholder's Account, or any combination of them, as applicable. "Business Use" means use for business-related purposes. "Card" or "Commercial Card" means each plastic charge card which the Bank issues for an Account which is not a Cardless Account. "Card Administrator" means an individual or a business authorized by Company to act on the Bank's behalf to activate, deactivate, or otherwise manage the Account and to receive and use the Account. "Cardholder" means an employee or agent of Company who Company designated in writing and who the Bank approved to receive an Account or a Device, including a Cardless Account. If a Cardholder or a Card Administrator makes a Device available for use by another party, that person will be considered a Cardholder. "Cardless Account" means an Account for which the Bank designs only an Account number, but provides no Card or Convenience Check. "Convenience Check" means each check which the Bank at its discretion provides to the Cardholder to use as a means of payment or other charges on an Account. "Transaction" means a purchase or reservation of goods or services or a cash advance made or authorized by use of a Device or an Account. "Unauthorized Use" means use of an Account or a Device by a person: (i) who is not a Cardholder or an employee or agent of Company; (ii) who does not have actual, implied or apparent authority to use the Account; and (iii) whose use does not result in a direct or indirect benefit for Company.

**2. ACCOUNT TYPE:** Company shall designate with respect to each Card whether it will have travel and entertainment, purchase, cash advance and/or other features.

**3. USE OF ACCOUNT AND DEVICES:** (a) If an Account has the travel and entertainment features, the Account is for Transactions in connection with travel and entertainment services. If an Account has the purchase features, the Account is for Transactions in connection with the procurement of goods and services incidental to Company's business or business activities. If an Account has the cash advance features, the Account is for Transactions to obtain cash and other similar related products and services. (b) Company shall use the Account for Business Use only. Company will pay for Transactions and fees which the Bank applies to the Account (a Device). If the Bank provides Convenience Checks, they may not be used to make payment on the Account. Convenience Checks will not be returned to Company or Cardholder. The Bank may pay a Convenience Check and post its amount to the Account regardless of any restriction on payment, including, without limitation, a Company check which is post-dated, provided that it is valid under a certain date or states a minimum or maximum amount for which it may be used. (c) The Bank may, at the request of Company, establish a Cardless Account. (d) If Company desires to terminate the Account or Card use, including, where applicable, use of Convenience Checks, Cardholder or Company, as applicable, will notify the Bank and will destroy the Device issued or provided to that Cardholder. If this Agreement terminates, Company will be responsible for destroying all Devices for the Account. (e) A Transaction may require the merchant, supplier or financial institution to seek prior authorization from the Bank before completing the Transaction. If Company advises the Bank in writing of its desire to restrict Transactions to those merchants falling within up to five (5) categories designated by the Bank, the Bank will take reasonable steps to prevent authorization of other types of Transactions. However, the Bank will not be liable to Company if a merchant, supplier or financial institution nonetheless accepts a Card or the Account for such Transaction type and (f) the Bank is not liable if a merchant or supplier does not honor a Card or if authorization is not given.

**4. CHARGE LIMIT:** Company will have one total charge limit for all Company Accounts ("Aggregate Charge Limit"). Each Card will have its own charge limit ("Card Limit"). In no case, however, will the Bank increase or decrease the Aggregate Charge Limit or any Card Limit. Company will not incur obligations to the Bank which would cause the Account's credit balance to exceed the Aggregate Charge Limit. If Company exceeds the Aggregate Charge Limit or a Cardholder exceeds the Card Limit, the excess will be deemed immediately due and payable by Company at the option of the Bank. If the Aggregate Charge Limit or a Card Limit is exceeded, or if an Account payment is late, the Bank will have the right not to allow any further Transactions until the Account is brought current and the unpaid balance is within the Aggregate Charge Limit.

**5. COMPANY LIABILITY/SECURITY INTEREST:** Company will pay Bank of America for all Transactions, regardless of the jurisdiction for which a Transaction is made, and for applicable fees and charges described below. However, if there are fewer than 50 Cards issued for the Account, Company's liability for Unauthorized Use will not exceed \$500 on all Cards. Company's responsibility for Card and Account usage will continue until the later of (i) Company's notice to the Bank to close the Card or the Account, plus a reasonable time to provide such information and (ii) payment for Transactions made before the Bank closes the Card or the Account to future use. Company does hereby grant to Bank of America, N.A. (USA) a security interest and contractual right of offset in and to, all deposit accounts now or subsequently maintained by the Company with Bank of America or any of its affiliates and subsidiaries. The Company, by its execution of this Agreement or use of a Device, authorizes Bank of America to enter into a written security agreement with its affiliates and subsidiaries authorizing, upon the occurrence and continuance of any debt to the Bank under this Agreement, the disposition of funds in any such deposit account to satisfy all liabilities incurred thereunder, without the further consent of the Company. The Company's execution of this Agreement or use of a Device shall constitute an authorized record for the purposes of establishing control of such deposit accounts under the Uniform Commercial Code.

**6. BILLING STATEMENTS:** The Bank will provide a monthly billing statement ("Billing Statement") to the Card Administrator or to such other Company employee or agent as Company designates in writing. Each Billing Statement will identify each Transaction posted during the billing cycle ended in the Billing Statement and the date of each Transaction. The Billing Statement will also list any fees and charges which apply. Where Company has elected individual billing for travel and entertainment Transactions, the Bank will provide the monthly billing statement covering the use of the relevant individual Card to the Cardholder. A Cardholder's address for receipt of a Billing Statement will be the address provided by Company or Cardholder to Bank and accepted by Bank.

**7. PAYMENTS:** Company will pay the Bank the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on that Billing Statement. If Company does not make payment in full by the Payment Due Date, in addition to its other rights under this Agreement, the Bank, at its option, may assess a late fee and finance charge in accordance with this Agreement. There is no right to defer any payment due on an Account.

### 8. ACCOUNT FEES:

**A. Annual Fee.** No annual fee shall apply to the Accounts for the first twelve billing cycles from the date the first Account is established hereunder. Thereafter, the annual fee will be charged to each Account on the Annual Fee Billing Date. The Annual Fee Billing Date shall be, initially, a Bank-designated date during the thirteenth billing cycle of the first Account established hereunder and thereafter, each successive anniversary of such date. For Accounts opened after the Annual Fee Billing Date, the initial annual fee shall be a pro-rated amount and shall be charged to the Account during the first billing cycle. The amount of the annual fee will range from \$0 to \$25.00 and is subject to change each year, depending on Company's Actual Net Transaction Volume. "Actual Net Transaction Volume" means the total dollar amount of purchases charged to all Accounts less all credits, for the twelve complete billing cycles immediately preceding the respective Annual Fee Billing Date. If the Actual Net Transaction Volume is \$250,000 or greater, the annual fee will be \$0; if it is less than \$250,000, the annual fee will be \$25.00. Cash advances are not included in Actual Net Transaction Volume.

**B. Other Account Fees.** A reporting fee will be charged to one of Company's Accounts each month, the amount of which is as follows: Visa Information Source Internet based reporting \$25.00; Visa Information Source with Expense Report window module \$25.00; PFS Net Internet based reporting \$25.00; Detailed prior reporting \$25.00. A fee of \$5.00 will be charged for each book of ten Convenience Checks. An overnight fee of \$20.00 for individually-billed Accounts and \$25.00 for centrally-billed Accounts will be charged if, at any time during a billing cycle, an Account Card Limit is exceeded. A returned payment fee of \$20.00 will be charged for any payment on an Account that is returned to the Bank unpaid. A copy charge of \$3.00 will be charged for any record requested on an Account. An overnight card delivery fee of \$20.00 will be charged whenever expedited Card delivery is requested. A late payment fee of \$25.00 for individually-billed Accounts and \$25.00 for centrally-billed Accounts will be charged if the Bank does not receive payment of the entire balance by the respective Payment Due Date. A custom merchant profile fee of \$250.00 will be charged for each company. A fee of \$500.00 will be charged for each custom Card logo. A fee of \$2,500.00 will be charged for each custom interface.

### 9. FINANCE CHARGES:

**A. Finance Charge On Past Due Balance.** In the event Company fails to pay the total amount shown as due on a Billing Statement by the Payment Due Date shown on that Billing Statement, the amount unpaid shall be subject to a finance charge starting on the first day of the next billing cycle. To calculate the finance charge for a billing cycle, the daily periodic rate is multiplied by the average daily balance, and that product is multiplied by the number of days in the billing cycle. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate is the prime rate published in the Money Rates section of The Wall Street Journal in effect on the first day of each calendar month (the "Prime Rate") plus 60 percentage points. The average daily balance is the sum of the daily past due balances (including, for each day, finance charges from previous days) less payments credited to the past due balance, divided by the number of days in the billing cycle.

**B. Cash Advance Finance Charge.** 3% of the cash advance with a \$2.00 minimum.

**C. Convenience Check Finance Charge.** 3% of amount of transaction with a \$2.00 minimum.

**10. CARD ADMINISTRATION:** Company will identify one or more Card Administrator(s) who will be the Bank's primary contact for such things as: designation of Cardholders to receive any Device and access of correspondence regarding the Account or this Agreement, unless provided elsewhere in this Agreement. Only a Card Administrator at Company's finance or accounting office or employee with actual, implied or apparent authority may add, change or deactivate a Card Administrator by giving the Bank written notice.

**11. LOST OR STOLEN CARDS:** In the event of possible loss or theft of a Card, Convenience Check (where applicable) or Account or Unauthorized Use, Company agrees to notify Bank by phone at 1-800-800-0000, or write to Commercial Card Services, Bank of America, P.O. Box 63103, Phoenix, Arizona 85072-3103. Company agrees to give such notice as soon as practical, but in no event later than 24 hours from discovery of the loss or suspected loss of the Card or Unauthorized Use. Company agrees to advise Bank in determining the facts and circumstances relating to any loss or theft of Unauthorized Use of Card, Convenience Check (where applicable) or Account, including, where requested by Bank of America, obtaining from the Cardholder an affidavit, statement or proof of loss. Once Bank has issued Account access device such as a Card or Convenience Check (where applicable) pursuant to this Agreement, all Transactions incurred by use of such Account access devices by a Cardholder will be assumed authorized unless and until Bank receives written notice that the Cardholder is no longer authorized to use the Account access device.

**2.2. MERCHANT/SUPPLIER CLAIMS AND DISPUTES.** The Bank will have no liability for goods or services purchased by use of the Account or any Card. Company will make a good-faith effort to resolve with a merchant or supplier any claim or dispute arising from a Transaction and within any claim against the Bank for any merchant's or supplier's refusal to honor any device. In a dispute with a merchant or supplier, the Bank will be subrogated to the rights of Company and each Cardholder against the merchant or supplier, and Company will assign (and require the assigned Cardholder to assign) to the Bank its rights to assert a claim, and against the merchant or supplier. Company will, and will require the Cardholder to, do whatever is necessary to enable the Bank to exercise those rights. The Bank is not bound by the merchant or supplier's policy to the dispute.

**13. FOREIGN TRANSACTIONS.** MasterCard or Visa will convert to U.S. dollars any charge made in a currency other than U.S. dollars. The conversion rate will be determined under MasterCard or Visa regulations, as applicable. The conversion rate may differ from the rate in the case of the transaction. Currently, MasterCard and Visa use a standard conversion rate of either: (1) a wholesale market rate, or (2) a government-specified rate, increased by an adjustment factor determined by the Bank and Visa or MasterCard, in each case. Visa uses the rate in effect one day before the transaction date and MasterCard uses a rate for the previous 3 days. The adjustment factor which is subject to change without notice, is currently 2.5% of the U.S. dollar amount, of which the Bank retains 2% and Visa or MasterCard receives the remainder. The Bank will post to the Account the converted U.S. dollar amount determined by MasterCard or Visa as described above.

1.6. **REPRESENTATIONS AND WARRANTIES:** Company represents and warrants to the Bank that: (i) in each state in which it conducts its business, it is properly licensed, in good standing, and is compliant with any relevant state statutes; (ii) no federal and other information that it has received or will supply to the Bank, including without limitation, all information on its application for the Account, is not accurate; (iii) sufficiently consents to give the Bank assurance (including all of its financial statements); (iv) in compliance with all laws and regulations that apply; (v) there is no lawsuit, tax claim or other dispute pending or threatened against it which, if lost, would materially impair Company's financial condition; (vi) to repay the Bank under the Agreement; (vi) there is no event which constitutes, or with notice or lapse of time or both would constitute, a default on its obligations under this Agreement; and (vii) each person which signed the application for Company was, and is duly authorized by it to bind the party to the terms and conditions of this Agreement.

15. PERIODIC REVIEW OF COMPANY: During the term of this Agreement, whenever the Bank requests information from Company for the purpose of reviewing Company's ability to perform its obligations under this Agreement, Company will furnish the information promptly. The Bank and its officers and controlling persons may examine and copy any documents and records of Company. Company will notify the Bank in writing immediately of any change in the business name, the principal officers, the Chief Executive Officer and Chief Financial Officer, the mailing address or the phone number of Company. Company will also notify the Bank of any change of mailing address or phone number of any of its branches.

## 1.5. SUSPENSION: TERMINATION: ACCELERATION

Each party may terminate this Agreement, without cause, by written notice to the other party.

In addition to its other rights, it agrees any of the following events shall, at its option, immediately without notice to Company, suspend its obligations hereunder or terminate this Agreement, and in either such event, all amounts outstanding will become immediately due and payable: (a) dissolution, bankruptcy, liquidation or receivership of Company; (b) the loss of Control or the Account will be considered the cessation of "financial accommodations" under the Bankruptcy Code; (c) failure of officers or directors of Bank to perform as agreed under this Agreement; any other agreement relating to this Agreement or any other agreement between Bank and the Bank or any subsidiary of Bank; (d) violation of applicable law, regulation, or any proceeding against Company which is not paid or (e) if Company is a partnership, (f) death of any partner, (g) insolvency of each of one or more partners, (h) Company is a sole proprietorship or limited liability company, (i) appointment of a receiver or similar official for Company's business, (j) termination of a business, (k) occurrence of a material adverse change under any agreement in connection with any credit Company has obtained from Federal Reserve or other financial institution, (l) occurrence of any default under any security made in connection with this Agreement or the occurrence of any event which renders the security ineffective, (m) occurrence of any default under Company's financial covenants, properties or prospects or ability to repay Transactions; or (n) the occurrence of a material adverse change in Company's application for a Commercial Card Account.

Upon termination of this Agreement, Company will immediately destroy, or instruct Cardholders to destroy, all Documents. Termination will not relieve Company of liability for any charges or other obligations under this Agreement. After termination, the Agreement (except the ability to use the Card until all Transactions and Company's other obligations under this Agreement are paid and satisfied in full except that interest, if any, on amounts outstanding will become immediately due and payable. After termination, Company and Cardholder shall make no new Transactions on the Card. However, if any Transactions are made notwithstanding the above, Company will be liable until they are paid in full. Company for additional Transactions will remain in force and effect pursuant to Section 3.6.B. I shall make no new Transactions on the Card.

17. **VISA EXTRAS:** Company's participation in Visa Extras shall be subject to the Visa Extras General Terms and Conditions, a copy of which is enclosed with this Commercial Award Account Application. Company acknowledges receipt of the Visa Extras General Terms and Conditions that will mirror a copy of the Visa Extras General Terms and Conditions available to each individual Cardholder who is chosen by Company to participate in Visa Extras. Bank of America and Visa each has the right to suspend or terminate the Visa Extras Program or Company's participation in the Visa Extras Program, at any time without prior notice. Bank of America or Visa each reserves the right to add, eliminate or modify a benefit awarded to the point and reward structure of the Visa Extras Program at any time. A non-transferable right of participation for point transfer or not any benefits are earned, the annual participation fee will be charged to each Account within the month in which the Account is or is omitted and annually thereafter. Refer to the Visa Extras General Terms and Conditions for the amount of the fee. The Visa Extras General Terms and Conditions are incorporated herein by reference.

**LA. GOVERNING LAW.** This Agreement is made in Arizona. This Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, will be governed by the laws respecting national banking associations and, to the extent not so covered, by the law of the State of Arizona, regardless of where Company resides or where a Cardholder uses the Account at any time. Company will submit to the personal jurisdiction of any state or federal court of the American Arbitration Association located in Arizona.

**12. ARBITRATION.** Except as provided herein, each dispute or controversy over this Agreement will be settled by arbitration under the commercial arbitration rules of the American Arbitration Association and United States Arbitration Act, and all applicable statutes of Michigan will be applied. The United States Arbitration Act will apply, notwithstanding Section 15. Notwithstanding the foregoing, the Bank may sue Company in a court to collect any unpaid Account balances or other amounts owed under this agreement.

10. **COSTS AND ATTORNEY FEE.** If either party incurs expenses related to enforcement of, or filing correction action under, this Agreement, the prevailing party is entitled to recover from the other party costs and reasonable attorney fees, including any disallowed costs of income counsel.

23. TELEPHONE MONITORING. The Bank may listen to and/or record telephone calls between a Bank employee and any person acting on Company's behalf for the purpose of monitoring and improving the quality and effectiveness of the Bank's communication.

2. **SUCCESSORS AND ASSIGNS.** This Agreement and all terms and conditions hereof, are not assignable or transferable by C. Gregory without the Bank's prior written consent. All the terms and provisions of this Agreement will remain in the benefit of and be binding upon each party and its successors and permitted assigns.

3. **NOTICES.** Notices to the Bank must be sent to: Bank of America, P. O. Box 53101, Phoenix, AZ 85072-3101.

4. **SEVERABILITY:** If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions in this Agreement will remain valid and enforceable.

3. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS OR LOST DATA.

4. **WARRANTY DISCLAIMER.** ALL DEFACED, EQUIPMENT, SOFTWARE AND OTHER PRODUCTS FURNISHED BY BANK OF ALABAMA TO COMPANY ARE PROVIDED ON AN "AS IS" BASIS AND BANK OF AMERICA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY ACKNOWLEDGES AND AGREES THAT IN ADDITION TO THE FOREGOING WARRANTY DISCLAIMER, THE USE OF ALL THIRD PARTY SOFTWARE PROGRAMS PROVIDED TO COMPANY IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE TERMS OF THE END USER AGREEMENT ACCOMPANYING THE SOFTWARE.

7. **NO WAIVER.** No failure on the part of the Bank to exercise, and no delay in exercising any right under this Agreement, shall operate as a waiver of that right.

**AMENDMENT OF THIS AGREEMENT:** The Bank may amend this Agreement by changing, adding, or deleting any term, condition, service or feature of the Account or of this Agreement by giving written notice to Company not less than fifteen (15) days prior to the effective date of the amendment or within (15) days prior to the beginning of the billing cycle in which such amendment will become effective, whichever is the earlier date. Any such amendment will apply to the Account's unpaid balance and to all activity on the Account. Unless Company terminates this Agreement prior to the effective date of any amendment, Company is deemed to have agreed to said amendment.

**Bank of America  
Commercial Card  
Company Statement**

T & B Mortgage Enterprises  
Jeannie Chang

Company Account Number:  
[REDACTED] 3422

Statement Date 06-04-06 Payment Due Date 06-22-06  
Credit Limit \$500,000 Days in Billing Cycle 31  
Cash Limit \$500,000 Total Payment Due \$506,634.81

Page 1 of 2

**COMPANY MESSAGES**

YOUR ACCOUNT IS CURRENTLY OVERLIMIT. PLEASE REMIT THIS OVERLIMIT AMOUNT TO US IMMEDIATELY  
OR CALL (877) 321-4862.

**COMPANY SUMMARY**

T & B MORTGAGE ENTERP [REDACTED] 3422	Previous Balance	- Payments	- Credits	+ Cash	+ Purchases/Other Debits/Fees	+ Finance Charges	= Current Balance
Company Total	\$3,000.81	\$3,081.00	\$0.00	\$504,700.00	\$2,015.00	\$0.00	\$506,634.81

**Customer Service**  
1.888.449.2273, 24 hours

**Outside the U.S.**  
1.602.597.4438, 24 hours

**For Lost or Stolen Card:**  
1.888.449.2273, 24 hours

**Send Billing Inquiries to:**  
BANK OF AMERICA  
PO BOX 2463  
SPOKANE WA 99210-2463

**Finance Charges**

	Average Daily PD Balance	Daily Periodic Rate	Annual Percentage Rate	Periodic Finance Charge
Purchases	\$0.00	0.03836%	14.00%	\$0.00
Cash	\$0.00	0.03836%	14.00%	\$0.00
<b>Total Annual Percentage Rate</b>			<b>36.00%</b>	

**Company Account Summary**

Previous Balance	\$3,000.81
Payments	- \$3,081.00
Credits	- \$0.00
Cash	+ \$490,000.00
Purchases	+ \$1,750.00
Other Debits	+ \$0.00
Overlimit Fee	+ \$250.00
Late Payment Fee	+ \$0.00
Cash Fee	+ \$14,700.00
Other Fees	+ \$15.00
Finance Charge	+ \$0.00
<b>Current Balance</b>	<b>= \$506,634.81</b>

**Commercial Card Payment Coupon**

**Bank of America** 

Company Account No. [REDACTED] 3422  
Payment Due Date 06-22-06  
Total Payment Due \$506,634.81

Please  
Enter  
Amount  
Enclosed \$

[REDACTED]

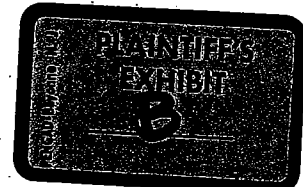
Make check or money order payable to:  
**BANK OF AMERICA**  
Mail payment to address below and  
include account number on check.

T & B MORTGAGE ENTERPRISES  
JEANNIE CHANG  
2812 OLD LEE HWY.  
SUITE 300  
FAIRFAX VA 22031

**BANK OF AMERICA**  
PO BOX 60073  
CITY OF INDUSTRY CA 91716-0073


[REDACTED] 342206634810663481

This is an electronic reproduction of the front side of your statement and does not contain the disclosures that were made on the reverse side of your original statement.



<b>MISCELLANEOUS FEES &amp; ADJUSTMENTS</b>						
<b>Post Date</b>	<b>Tran Date</b>	<b>Ref. No.</b>	<b>Transactions</b>	<b>MCC</b>	<b>Acct #</b>	<b>Charge      Credit</b>
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	99,000.00
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,970.00
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	99,000.00
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,970.00
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	94,000.00
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,820.00
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	99,000.00
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,970.00
05-24	05-23	74492	BANK OF AMERICA VA1680 FAIRFAX VA	6010	3430	99,000.00
05-24	05-24	74492	***FINANCE CHARGE*** CASH ADVANCE FEE	0061	3430	2,970.00
				<b>MISCELLANEOUS ACTIVITY</b>		
						<b>\$504,700.00</b>

PAGE 9/9 \* RCVD AT 4/5/2007 2:57:38 PM [Eastern Daylight Time] \* SVR: BALTFAX012 \* DNS: 3700 \* CSID: 401 278 6027 \* DURATION (mm:ss): 03:18

**Bank of America**  **Cashier's Check** No. **3071511**

Payable to order only. This check is not negotiable or cashable. The check must be cashed at the Bank of America branch where it was issued. The check must be cashed within 90 days of the date of issue.

**Pay to the order of** **THE FARMERS & MERCHANTS BANK**

**Pay** **FOUR THOUSAND EIGHT HUNDRED DOLLARS AND 00 CENTS**

**Amount in Figures** **\$ 4,800.00**

**Date** **APR 21, 1964**

**Signature** **WILLIAM H. HARRIS**

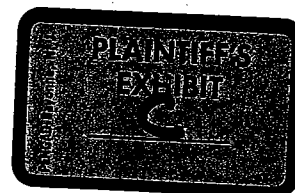
**Authorized Signature** **WILLIAM H. HARRIS**

**Customer Copy** **001641001536**

**VOID AFTER 90 DAYS**

**Bank of America, N.A.**  
San Antonio, Texas

**46-14-377AB 09-1005**



<b>A. Settlement State</b>							
<b>B. Type of loan.</b>							
1. FHA	2. FmHA	3. Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number		
4. VA	5. Conv. Ins.	2008.0R042					
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.							
<b>D. Name and Address of Borrower(s)</b>		<b>E. Name, Address, and Tax Identification Number of Seller(s)</b>		<b>F. Name and Address of Lender</b>			
T & B Development Company, LLC		Crisetta Bean		n/a			
<b>G. Property Location (Use complete address, including legal description if necessary.)</b>				<b>H. Settlement Agent Name and Address</b>		<b>This HUD-1 approved by:</b>	
144.579 acres, more or less, situate in Sherman District, of Hampshire County, WV				Carl, Keaton & Frazer, PLLC 56 E. Main St. Romney, WV 26757			
				Place of Settlement		Settlement Date	
				Carl, Keaton & Frazer, PLLC 56 E. Main St., Romney, WV 26757		05/23/2008	
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>				<b>K. SUMMARY OF SELLER'S TRANSACTION</b>			
100	<b>GROSS AMOUNT DUE FROM BORROWER</b>			400	<b>GROSS AMOUNT DUE TO SELLER</b>		
101	Contract sales price		\$50,000.00	401	Contract sales price		\$50,000.00
102	Personal property			402	Personal property		
103	Settlement charges to borrower (line 1400)		3,811.00	403			
104				404			
105				405			
<b>Adjustments for items paid by seller in advance</b>				<b>Adjustments for items paid by seller in advance</b>			
106	City/town taxes			406	City/town taxes		
107	County taxes			407	County taxes		
108	Assessments			408	Assessments		
109				409			
110				410			
111				411			
112				412			
120	<b>GROSS AMOUNT DUE FROM BORROWER</b>			420	<b>GROSS AMOUNT DUE TO SELLER</b>		
120	553,611.00			420	580,000.00		
200	<b>AMOUNTS PAID BY OR IN BEHALF OF BORROWER</b>			500	<b>REDUCTIONS IN AMOUNT DUE TO SELLER</b>		
201	Deposit or earnest money		5,000.00	501	Excess deposit		5,000.00
202	Principal amount of new loan(s)			502	Settlement charges to seller (line 1400)		46,330.00
203	Existing loan(s) taken subject to			503	Existing loan(s) taken subject to		
204				504	Payoff of first mortgage loan to		
205				505	Payoff of second mortgage loan		
206				506			
207				507			
208				508			
209				509			
<b>Adjustments for items unpaid by seller</b>				<b>Adjustments for items unpaid by seller</b>			
210	City/town taxes			510	City/town taxes		
211	County taxes from 01/01/06 to 05/23/06		17.18	511	County taxes from 01/01/06 to 05/23/06		17.18
212	Assessments			512	Assessments		
213				513			
220	<b>TOTAL PAID BY/FOR BORROWER</b>			520	<b>TOTAL REDUCTION IN AMOUNT DUE SELLER</b>		
220	5,017.18			520	53,347.18		
300	<b>CASH AT SETTLEMENT FROM/TO BORROWER</b>			600	<b>CASH AT SETTLEMENT TO/FROM SELLER</b>		
301	Gross amount due from borrower (line 120)		553,611.00	601	Gross amount due to seller (line 420)		550,000.00
302	Less amount paid by/for borrower (line 220)		5,017.18	602	Less reduction amount due seller (line 520)		53,347.18
303	<b>CASH TO OR FROM BORROWER</b>			603	<b>CASH TO SELLER</b>		
303	548,593.84			603	496,652.84		
The undersigned hereby acknowledge(s) receipt of a completed copy of pages 1 and 2 of this statement and any attachments referred to herein.							
<b>Borrower:</b>				<b>Seller:</b>			
T & B Development Company, LLC				Crisetta Bean			
<b>Borrower</b>				<b>Seller</b>			
<b>BUYER ADDRESS AFTER CLOSING</b>				<b>SELLER ADDRESS AFTER CLOSING</b>			

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**J221153**

**T&B MORTGAGE**

008

**L. SETTLEMENT CHARGES**

# INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

Page 2 of 2

Del. Co. 4-06  
Carly Kleaton & Frazer  
Attorneys at Law

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68712

CRISELTA BEAN

TO: DEED

T & S DEVELOPMENT COMPANY, LLC,  
A Virginia Limited  
Liability Company

THIS DEED, Made this 23rd day of  
May, 2006, by and between Criselta  
Bean, grantor, party of the first  
part, and T & S Development, LLC, a  
Virginia Limited Liability Company,  
grantee, party of the second part,

WITNESSETH: That for and in consideration of the sum of Ten Dollars  
(\$ 10.00), cash in hand paid, receipt whereof being hereby acknowledged,  
and other good and valuable consideration deemed valid at law, the said  
party of the first part does, by these presents, grant and convey unto  
the said party of the second part with covenants of General Warranty of  
Title, together with all rights, rights of way, privileges and  
appurtenances thereunto belonging, all that certain tract or parcel of  
land, originally containing 150 acres, more or less, together with all  
the buildings and improvements thereon and all rights, rights of way,  
easements, and waters thereunto appertaining, lying and being on Stony  
Mountain in Sherman District, Hampshire County, West Virginia; and which  
said real estate is more particularly described by metes and bounds  
according to a survey thereof made by R. J. Compton, Surveyor of  
Hampshire County, on the 1st day of June, 1921, and a plat thereof which  
is duly recorded in the Office of the Clerk of the County Commission of  
Hampshire County, West Virginia, in Deed Book No. 87, at Page 140, as  
follows:

"Beginning at a planted stone on the East side of Grassy Lick  
Road, thence with the several meanders of said road S. 37 W.  
18 poles S. 58 1/4 W. 18 poles, S. 39 W. 16 poles S. 8 W. 12  
poles S. 37 W. 7.5 poles, S. 20 W. 15.6 poles, S. 37 1/4 W. 13.2  
poles, S. 46 3/4 W. 9.2 poles, S. 4 1/4 W. 11.4 poles to a stone  
by a large post on the East side of said road, corner to Roy  
Haines and Jesse K. Shanholzer, thence with Haines' line S. 76  
E. 98 poles to a stone, thence N. 40 1/4 E. 38.7 poles to a stone  
pile near a marked white oak, thence S. 69 3/4 E. 80 poles to  
a stone, thence S. 41 E. 78 poles to 4 chestnut oaks on top  
of Stony Mountain, thence N. 65 E. 23 1/4 poles to a stone pile  
by 2 chestnut oaks, thence N. 24 E. 98 poles to a stone corner  
to Alberta R. Bowman, thence with her line N. 83 1/4 W. 248 poles  
to the beginning, containing 150 acres, more or less."

LESS, HOWEVER, that certain outconveyance of 5.241 acres, more or  
less, situate in Sherman District, Hampshire County West Virginia, which  
was conveyed by Lawrence W. Bean and Criselta Bean, his wife, unto Eddy  
L. Bean, by deed dated November 5, 1984, and which said deed is of record

CARL KEATON  
& FRAZER, PLLC  
ATTORNEYS AT LAW  
80 E. MAIN STREET  
BOHNET, WV 26007





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in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 273, at page 584. Said Deed is by reference made a part hereof for a more particular description of said outconveyance and for all pertinent and proper reasons.

THUS LEAVING for purposes of this conveyance ~~144.759~~ <sup>144.759</sup> acres, more or less, according to the 2005 Hampshire County Land Books, and this conveyance is made in gross and not by the acre.

And being the same real estate which was conveyed unto Lawrence W. Bean and Criselta Bean, his wife, by Deed of Rose L. Bowman and E. F. Bowman, her husband, dated December 22, 1947, and which deed is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 113, at page 387. The said Lawrence W. Bean died intestate on April 4, 1997, leaving as his sole heir at law his wife, Criselta Bean, the grantor herein. The estate records for Lawrence W. Bean indicate that he was survived by his six children. However, these were the only children Lawrence W. Bean had, and they were all born to he and his wife, Criselta Bean, and she had no other children, thus Criselta Bean, as his surviving spouse, and neither of them having children from any other parties, is the sole heir at law of Lawrence W. Bean.

There is conveyed with said real estate that certain 15 foot wide right of way which was reserved unto Lawrence W. Bean and Criselta Bean in that certain deed dated November 5, 1984, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 273, at page 584.

The real estate conveyed herein is taken subject to those certain Court Orders, dated July 27, 1999, and July 21, 2005, and of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 394, at page 362, and in Deed Book No. 445, at page 789, and same are incorporated herein for all pertinent and proper reasons, including for a more particular description of the rights of way set forth therein.

Although the real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantee agrees to

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assume and be solely responsible for the real estate taxes beginning with the calendar year 2006, although same may still be assessed in the name of the grantor.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, together with all rights, ways, buildings, houses, improvements, easements, timbers, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

I hereby certify, under penalties as prescribed by law that the actual consideration paid for the real estate, conveyed by the foregoing and attached deed is \$ 550,000.00.

WITNESS the following signature and seal:

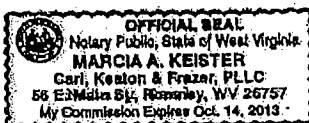
Criselda B. Bean (SEAL)  
Criselda Bean

STATE OF WEST VIRGINIA,

COUNTY OF HAMPSHIRE, TO WIT:

I, Marcia A. Keister, a Notary Public, in and for the county and state aforesaid, do hereby certify that Criselda Bean, whose name is signed and affixed to the foregoing deed dated the 23rd day of May, 2006, has this day acknowledged the same before me in my said county and state.

Given under my hand and Notarial Seal this 23<sup>rd</sup> day of May, 2006.



Marcia A. Keister  
Notary Public

This instrument was prepared by William C. Keaton, Attorney at Law, Romney, West Virginia.  
Njhdeeds/T & B Development Co from Bean.144.759 acres  
Mak/5-18-06

WRI, KEATON  
FRAZER, PLLC  
ATTORNEYS AT LAW  
1 E. MAIN STREET  
ROMNEY, WV 26757

SHARON H. LINK  
HARRISBURG CLERK 11:37:17 AM  
Instrument in Book  
Recorded Date 06/04/2006  
Document Type DEED  
Doc-Page 455-388  
Rec./Adm Fee 10.00 1211.00  
Transfer Tax 240.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 5/24/06 11:37am

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

**FILED**

SEP 10 2007

**FIA CARD SERVICES, N.A.,**  
**Plaintiff,**

v.

**T&B MORTGAGE CORPORATION,**  
**Serve: Registered Agent**  
**Jin K. Chang**  
**12015 Lee Jackson Highway, #540**  
**Fairfax, Virginia 22033**

and

**T&B DEVELOPMENT COMPANY, LLC**  
**Serve: Registered Agent**  
**Business Filings Incorporated**  
**4701 Cox Road, Suite 301**  
**Glen Allen, Virginia 23060-6802**

**Defendants.**

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JOHN T. FREY  
Clerk of the Circuit Court  
of Fairfax County, VA

**Civil No. 2007 10 975**

**MEMORANDUM OF LIS PENDENS**

1. Title of the Cause: FIA Card Services, N.A. v. T&B Mortgage Corporation and T&B Development Company, LLC.
2. The General Object Thereof: To avoid as fraudulent and voluntary conveyances pursuant to Va. Code §§ 55-80, 81, and 82, the Deed dated on or about May 23, 2006, to T&B Development, LLC, and recorded in Deed Book 455, page 388, of the land records of Hampshire County, West Virginia.
3. The Court Wherein Pending: Circuit Court of Fairfax County, Virginia.
4. The Amount of The Claim Asserted: \$490,000, plus interest, legal fees and costs.

5. A Description of the Property:

Beginning at a planted stone on the East side of Grassy Lick Road, thence with the several meanders of said road S. 37 W. 15 poles S. 58 ½ W. 18 poles, S. 39 W. 16 poles S. 8 W. 12 poles S. 37 W. 7.5 poles, S. 20 W. 15.6 poles, S. 37 ½ W. 13.2 poles, S. 46 ¾ W. 9.2 poles, S. 4 ½ W. 11.4 poles to a stone by a large post on the East side of said road, corner to Roy Haines and Jesse H. Shanholtz; thence with Haines' line S. 76 E. 98 poles to a stone; thence N. 40 1/4 E. 38.7 poles to a stone pile near a marked white oak, thence S. 69 ¾ E. 80 poles to a stone; thence S. 41 E. 78 poles to 4 chestnut oaks on top of Stony Mountain, thence N. 65 E. 23 ½ poles to a stone pile by 2 chestnut oaks, thence N. 24 E. 98 poles to a stone corner to Alberta R. Bowman, thence with her line N. 83 ½ W. 248 poles to the beginning, containing 150 acres, more or less."

LESS, HOWEVER, that certain outconveyance of 5.241 acres, more or less, situate in Sherman District, Hampshire County West Virginia, which was conveyed by Lawrence W. Bean and Criselta Bean, his wife, unto Eddy L. Bean, by deed dated November 5, 1984, and which said deed is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed Book No. 273, at page 584. Said Deed is by reference made a part hereof for a more particular description of said outconveyance and for all pertinent and proper reasons.

THUS LEAVING for purposes of this conveyance 144.759 acres, more or less, according to the 2005 Hampshire County Land Books, and this conveyance is made in gross and not by the acre.

6. The Names of the Persons Whose Estates Are Intended to be Affected

Thereby:

**T&B DEVELOPMENT COMPANY, LLC.**

Respectfully submitted,

FIA Card Services, N.A.  
Plaintiff, by counsel

**MILES & STOCKBRIDGE P.C.**

1751 Pinnacle Drive, Suite 500

McLean, VA 22102

Tel: (703) 610-8664

Fax: (703) 610-8686

bkenney@milesstockbridge.com

By:

B. F. K.  
Brian F. Kenney (VSB #23199)  
Counsel for FIA Card Services, N.A.

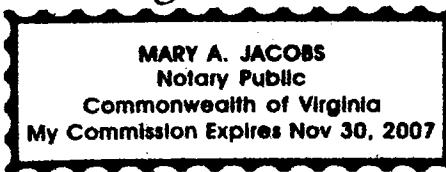
Commonwealth of Virginia  
County of Fairfax:

The foregoing Memorandum of Lis Pendens was acknowledged before me this 10<sup>th</sup> day of September, 2007, by Brian F. Kenney, attorney for and authorized agent of FIA Card Services, N.A., in the foregoing jurisdiction.

Mary A. Jacobs  
Notary Public

My Commission Expires: 11-30-07

Notary Public No.: 105826





5. A Description of the Property:

Beginning at a planted stone on the East side of Grassy Lick Road, thence with the several meanders of said road S. 37 W. 15 poles S. 58 ½ W. 18 poles, S. 39 W. 16 poles S. 8 W. 12 poles S. 37 W. 7.5 poles, S. 20 W. 15.6 poles, S. 37 ½ W. 13.2 poles, S. 46 ¾ W. 9.2 poles, S. 4 ½ W. 11.4 poles to a stone by a large post on the East side of said road, corner to Roy Haines and Jesse H. Shanholtz; thence with Haines' line S. 76 E. 98 poles to a stone; thence N. 40 1/4 E. 38.7 poles to a stone pile near a marked white oak, thence S. 69 ¾ E. 80 poles to a stone; thence S. 41 E. 78 poles to 4 chestnut oaks on top of Stony Mountain, thence N. 65 E. 23 ½ poles to a stone pile by 2 chestnut oaks, thence N. 24 E. 98 poles to a stone corner to Alberta R. Bowman, thence with her line N. 83 ½ W. 248 poles to the beginning, containing 150 acres, more or less."

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THUS LEAVING for purposes of this conveyance 144.759 acres, more or less, according to the 2005 Hampshire County Land Books, and this conveyance is made in gross and not by the acre.

6. The Names of the Persons Whose Estates Are Intended to be Affected

Thereby:

**T&B DEVELOPMENT COMPANY, LLC.**

Respectfully submitted,

FIA Card Services, N.A.  
Plaintiff, by counsel

BOOK 2 PAGE 106

**MILES & STOCKBRIDGE P.C.**

1751 Pinnacle Drive, Suite 500

McLean, VA 22102

Tel: (703) 610-8664

Fax: (703) 610-8686

bkenney@milesstockbridge.com

By:

B. F. K.  
Brian F. Kenney (VSB #23199)  
Counsel for FIA Card Services, N.A.

Commonwealth of Virginia

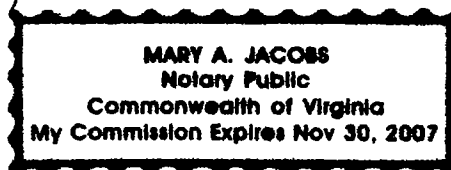
County of Fairfax:

The foregoing Memorandum of Lis Pendens was acknowledged before me this 12<sup>th</sup> day  
of September, 2007, by Brian F. Kenney, attorney for and authorized agent of FIA  
Card Services, N.A., in the foregoing jurisdiction.

Mary A. Jacobs  
Notary Public

My Commission Expires: 11-30-07

Notary Public No.: 105826





SHARON H LINK  
HAMPSHIRE County 11:57:57 AM  
Instrument No 100058  
Date Recorded 09/13/2007  
Document Type LIS  
Book-Page 2-104  
Rec/Preserve \$5.00 \$1.00

Client Documents:4814-2023-7057v1|000001-#BRCH7|8/27/2007

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 9/13/07 11:57AM

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.

FS

FAIRFAX COUNTY CIRCUIT COURT  
COMPUTER SECTION

FIA Card Services NA vs. T & B Mortgage Corporation, et al. 07 SEP 19 PM 3:27 CL-2007-0010975

TO: T & B Mortgage Corporation  
Serve: Jin K Chang R/A  
12015 Lee Jackson Highway #540  
Fairfax VA 22033

JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

RECEIVED  
CLERK OF THE SUPERIOR  
COURT OF THE STATE OF  
VIRGINIA  
SEP 11 AM 11:19

Complaint

SHERIFFS USE ONLY:

☐ Personal Service

Being unable to make personal service, a copy was delivered in the following manner:

☐ Delivered to person found in charge of usual place of business or employment during business hours and giving information of its purport. \_\_\_\_\_

☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above. \_\_\_\_\_

☐ Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found)

☐ Served on Secretary of the Commonwealth

NO suite #540  
NO matching name  
ON directory

☐ Served on the Clerk of the State Corporation Commission pursuant to Virginia Code §8.01-513

☐ Served on registered agent of the corporation. List name and title: \_\_\_\_\_

☐ Served on the Commissioner of the Department of Motor Vehicles

☒ Not found

SEP 12 2007

Date

Stan G. Barry, Sheriff  
Fairfax, Virginia

by

Serving Deputy Sheriff

City or County of Locality

**FAIRFAX COUNTY CIRCUIT COURT**

**FIA Card Services NA vs. T & B Mortgage Corporation, etal.**

**CL-2007-0010975**

**TO: T & B Development Company LLC  
Serve Buisness Filings Incorporated  
4701 Fox Road Suite 301  
Glen Allen VA 23060-6802**

**Complaint**

**SHERIFFS USE ONLY:**

☐ **Personal Service**

**Being unable to make personal service, a copy was delivered in the following manner:**

☐ **Delivered to person found in charge of usual place of business or employment during business hours and giving information of its purport.** \_\_\_\_\_

☐ **Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.** \_\_\_\_\_

☐ **Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found)**

☐ **Served on Secretary of the Commonwealth**

☐ **Served on the Clerk of the State Corporation Commission pursuant to Virginia Code §8.01-513**

☐ **Served on registered agent of the corporation. List name and title:** \_\_\_\_\_

☐ **Served on the Commissioner of the Department of Motor Vehicles**

☐ **Not found**

\_\_\_\_\_, Sheriff

by \_\_\_\_\_  
Serving Deputy Sheriff

Date \_\_\_\_\_

\_\_\_\_\_  
City or County of Locality

**FILED  
COMPUTER SECTION  
2007 SEP 27 PM 1:45  
JUDITH FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA**

*1204705*

*Over →*

**NAME AND ADDRESS  
PLEASE AS FRONT**

NAME .....

☐ PERSONAL SERVICE

☐ Being unable to make personal service, a copy was delivered in the following manner:

☐ Delivered to person found in charge of usual place of business or employment during business hours and giving information to his purport.

☐ Delivered to family member (or temporary roommate or guest) age 16 or older at usual place of abode of party named above giving information of his purport. List name, age of recipient and relation of recipient to party named above.

☐ Posted on the common door of usual place of abode, address listed above. (Other authorized recipient not found.)

☐ Copy mailed to judgment debtor on date below after serving the garnishes unless a different date is shown below.

☐ Evicted ☐ Not Evicted

☒ Served on registered agent

☐ Not found

☐ NO EFFECTS FOUND

9-21-08 DATE

FOR: Sheriff Michael L. Wade  
Henrico County, Virginia

*Emmett Hickham*  
DEPUTY SHERIFF



REGISTERED AGENT SERVICES

## Resignation Notice

BizFilings has resigned with the state as registered agent for this company.

Company Name: T & B Development Company, LLC

Effective Date: August 7, 2007

We are returning the enclosed documents to you.

BizFilings  
Registered Agent Department

**VIRGINIA:**

**IN THE CIRCUIT COURT OF FAIRFAX COUNTY**

<b>FIA CARD SERVICES, N.A.</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Civil No. 2007-10975</b>
	)	
<b>T&amp;B MORTGAGE CORPORATION,</b>	)	
<b>and T&amp;B DEVELOPMENT</b>	)	
<b>COMPANY, LLC,</b>	)	
	)	
<b>Defendants.</b>	)	
_____	)	

**AFFIDAVIT**

I, Brian F. Kenney, Esquire, of Miles & Stockbridge P.C., counsel for FIA Card Services, N.A., as successor in interest to Bank of America, N.A. (USA), declares as follows:

1. On or about September 10, 2007, I caused to be filed with the above-named Court, a Complaint against Defendants T&B Mortgage Corporation and T&B Development Company, LLC.

2. On or about September 21, 2007, service of a copy of the Summons and Complaint was attempted on the Agent for Service of Process for T&B Development Company, LLC. Attached hereby marked as Exhibit 1 is a true and correct copy of the Return of Service.

3. On or about October 12, 2007, a search of the Virginia State Corporation Commission records revealed that the status of the Registered Agent for T&B Development Company, LLC, had been resigned on or about August 7, 2007. Further

search of the Virginia State Corporation Commission records revealed that there is no current Registered Agent for T&B Development Company, LLC. Attached hereto marked as Exhibit 2 are true and correct copies of the Resignation Notice and records search of the Virginia State Corporation Commission.

4. As there is no Agent registered with the Commonwealth of Virginia to accept service of the Summons and Complaint, pursuant to Virginia Code sections 8.01-329, the Clerk of the Secretary of the Commonwealth may be served with legal service as statutory agent of said defendant.

Respectfully submitted,  
FIA Card Services, N.A.  
As successor in interest to  
Bank of America, N.A. (USA)

**Miles & Stockbridge P.C.**  
1751 Pinnacle Drive, Suite 500  
McLean, VA 220102  
703-610-8664  
703-610-8686 (facsimile)  
[bkenney@milesstockbridge.com](mailto:bkenney@milesstockbridge.com)

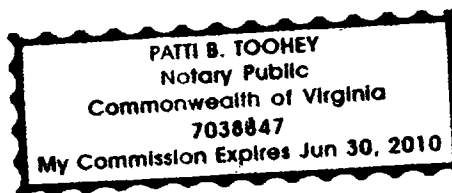
By: Brian F. Kenney  
Brian F. Kenney (VSB #23199)  
Counsel for FIA Card Services, N.A.  
As successor in interest to  
Bank of America, N.A. (USA)

Commonwealth of Virginia  
County of Fairfax; to wit:

(3) The foregoing Affidavit was subscribed and sworn under penalty of perjury by  
Brian F. Kenney, counsel for FIA Card Services, N.A., in the aforesaid jurisdiction, this  
9<sup>th</sup> day of November 2007.

Patti B. Toohey  
Notary Public

My Commission Expires June 30, 2010



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<p>A. Signature <b>X</b> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by <i>[Signature]</i> Date of Delivery <i>[Date]</i></p> <p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
1. Article Addressed to:  ELIZABETH JEFFRIES, DIRECTOR OFF. SECRETARY OF THE COMMONWEALTH SERVICE OF PROCESS DEPARTMENT PO BOX 2452 RICHMOND, VA 23218-2452		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
2. Article Number (Transfer from service label)		7005 0390 0003 0165 6924	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	



FAIRFAX COUNTY CIRCUIT COURT

FIA Card Services NA vs. T & B Mortgage Corporation, etal.

CL-2007-0010975

TO: T & B Development Company LLC  
Serve Business Filings Incorporated  
4701 Fox Road Suite 301  
Glen Allen VA 23060-6802

Complaint

SHERIFFS USE ONLY:

FILED  
COMPUTER SECTION  
2007 SEP 27 PM 1:45  
JUDITH L. FREELY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

1204705

☐ Personal Service

Being unable to make personal service, a copy was delivered in the following manner:

☐ Delivered to person found in charge of usual place of business or employment during business hours and giving information of its purport. \_\_\_\_\_

☐ Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above. \_\_\_\_\_

☐ Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found)

☐ Served on Secretary of the Commonwealth

☐ Served on the Clerk of the State Corporation Commission pursuant to Virginia Code §8.01-513

☐ Served on registered agent of the corporation. List name and title: \_\_\_\_\_

☐ Served on the Commissioner of the Department of Motor Vehicles

☐ Not found

\_\_\_\_\_, Sheriff

by \_\_\_\_\_  
Serving Deputy Sheriff

Date \_\_\_\_\_

\_\_\_\_\_  
City or County of Locality

over →

**NAME AND ADDRESS  
PLEASE AS FRONT**

NAME \_\_\_\_\_

\_\_\_\_\_

☐ PERSONAL SERVICE

☐ Being unable to make personal service, a copy was delivered in the following manner:

☐ Delivered to person found at place of usual place of business or employment during business hours and giving information to its purpose.

☐ Delivered to family member for a temporary sojourner or guest) age 16 or older at usual place of abode of party named above giving information of its purpose. List name, age of recipient and relation of recipient to party named above.

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☐ Copy mailed to judgment debtor on date below after serving the garnishee unless a different date is shown below.

☐ Evicted ☐ Not Evicted

☒ Served on registered agent

☐ Not found

☒ NO EFFECTS FOUND

9-21-07 DATE

FOR: Sheriff Michael L. Wade  
Henrico County, Virginia

Emmett Hickham  
Deputy Sheriff



REGISTERED AGENT SERVICES

## Resignation Notice

BizFilings has resigned with the state as registered agent for this company.

Company Name: T & B Development Company, LLC

Effective Date: August 7, 2007

We are returning the enclosed documents to you.

BizFilings  
Registered Agent Department

8025 Excelsior Drive • Suite 200 • Madison, WI 53717

800.981.7183 • 608.827.5300 • fax 608.827.5501

[www.bizfilings.com](http://www.bizfilings.com)